

REMARKS/ARGUMENTS

Claims 1 through 10 are pending and have been examined. The Examiner rejected Claims 1 through 10 under both the first and second paragraphs of 35 U.S.C. § 112, for allegedly (i) failing to comply with the written description requirement, and (ii) being indefinite. In addition, the Examiner rejected Claims 1 through 7, 9 and 10 under 35 U.S.C. § 103(a) as allegedly being obvious over U.S. Patent 6,163,771 to Walker, *et al* ("Walker") in view of U.S. Patent 6,636,833 to Flitcroft, *et al*. ("Flitcroft"). Finally, the Examiner rejected Claim 8 under 35 U.S.C. § 103(a) as allegedly being obvious over Walker in view of Flitcroft, and further in view of U.S. Patent 6,018,717 to Lee, *et al*. ("Lee").

Applicants respectfully disagree with the bases for the Examiner's rejections of Claims 1 through 10, and request reconsideration.

I. Rejection of Claims 1-10 Under Section 112, First Paragraph

The Examiner asserts that Claims 1 through 10 fail to meet the written description requirement of Section 112, first paragraph, because the limitation that a second payment account number (Claims 1-3) or a pseudo account number (Claims 4-10) be "reusable by the purchaser for as long as the first payment account number is usable by the purchaser," is allegedly not supported by the Specification. According to the Examiner, one of ordinary skill in the art knows that if the pseudo number described in the Specification were to be compromised, a new pseudo number would be generated that renders the old one obsolete. *See* Office Action at pp. 2-3. Thus, reasons the Examiner, the Specification does not contain a description of a pseudo account number that is reusable for as long as the first payment account number is usable, but rather of one that is only reusable for as long as it has not been compromised.

Applicants respectfully submit that the Examiner's reasoning is flawed, and the rejection improper. A rejection under Section 112, first paragraph, is appropriate only if the Specification fails to provide an adequate description of what is claimed. This is certainly not the case here. Claims 1 through 10 recited either a second payment or pseudo account number that is reusable by the purchaser for as long as the purchaser's first payment account number is usable – a limitation which the Specification more than adequately describes. *See, e.g.*, Specification, para.

[0006]-[0008] (“According to the present invention, a ‘pseudo’ account number is assigned to a customer and cryptographically linked to a consumer’s payment account number The pseudo account number is used by the customer instead of the real account number for all of his or her on-line financial transactions.”).

Nowhere does the Specification state that the pseudo account number would be reusable only to the extent that it is not compromised. To the contrary, in discussing the possibility of a compromised pseudo account number, the Specification states that “if unauthorized persons were to ascertain any pseudo account numbers, they would be unable to make fraudulent transactions using them” due to the cryptographic security protecting those numbers. *See, e.g.*, Specification at para. [0008]. That is to say, the Specification actually suggests that even a compromised pseudo account number would be reusable for as long as the “real” payment account number is usable.

For at least these reasons, Applicants respectfully submit that the Examiner’s rejection under Section 112, paragraph one, is without foundation, and should be withdrawn.

II. Rejection of Claims 1-10 Under Section 112, Second Paragraph

The Examiner further asserts that Claims 1 through 10 are indefinite under Section 112, second paragraph, because while the Claims recite requesting authorization for payment of a transaction with the second payment *or* pseudo account number, the Specification allegedly “clearly details *authenticating* a user transaction using both a real *and* pseudo account number (Specification, figures 4a and 4, paragraph [0027]).” *See* Office Action at p. 3 (emphasis supplied). Applicants respectfully submit that this rejection is also without foundation.

First, Applicants note that it is simply incorrect that the Specification describes “authenticating” a user transaction using both real and pseudo account numbers. Both the Specification and the pending Claims describe, not “authentication,” but “authorization.” This error alone renders the Examiner’s rejection improper.

In addition, however, the Specification does not at all state, either in the portion cited by the Examiner or elsewhere, that either a pseudo or a real account number may be used to request authorization for payment of a transaction. To the contrary, the Specification clearly states that

authorization requests are made using only the pseudo account number. *See* Specification at para. [0027], pp. 20-21 (“The merchant may approve the transaction *without* authorization if that is its practice or it may pass the pseudo account number and card expiration date to the acquiring bank The acquirer receiving the authorization request from the merchant recognizes that it contains a pseudo account number . . . and sends to its MasterCard-provided security module the pseudo account number . . . Upon receipt of this data, the security module cryptographically processes the pseudo account number to produce the “real” account number as described above with reference to Fig. 3b. (The translation is shown in Figs. 4a and 4b as using function ‘D1’).”)

The Applicants respectfully request that the Examiner either (i) specifically identify the language in the Specification that forms the basis of his definiteness rejection, or (ii) withdraw his rejection under Section 112, second paragraph.

III. Rejection of Claims 1-7, 9 and 10 Under Section 103

In rejecting Claims 1-7, 9 and 10, the Examiner relies on the combination of Walker and Flitcroft. However, Claims 1-3 as currently amended require:

(b) providing a second payment account number associated with said first payment account number, *said second payment account number being reusable by the purchaser for as long as the first payment account number is usable by the purchaser*, and not being a transaction number and having an encryption key assigned thereto . . .

Similarly, Claims 4-7, 9 and 10 require:

(b) providing said purchaser with a secure payment application which includes a cryptographic key that is unique to said account number and a pseudo account number, said pseudo account number having the same length as and associated with said first payment account number, and *said pseudo account number being reusable by the purchaser for as long as the first payment account number is usable by the purchaser* . . .

Neither Walker nor Flitcroft discloses or suggests a second payment account number or pseudo account number that is both reusable and that may be used for as long as the first payment account is usable. As the Examiner himself states, Walker does not disclose either a

second payment account number or a pseudo account number that is *reusable*. See Office Action at p. 6. Consequently, Walker also fails to disclose a second payment account number or a pseudo account number that is reusable for as long as the first payment account is usable by the purchaser.

Flitcroft does not cure this deficiency in Walker. Flitcroft, as the Examiner himself states, discloses reusable “limited-use card numbers.” See Office Action at p. 6. In Flitcroft, a “limited-use card number” is associated with a “master credit card number.” For security reasons, a “master credit card holder” may use a “limited-use card number” instead of his “master credit card number” to complete an electronic commerce transaction. The “limited-use card numbers are either “designated for a single use . . . [or] designated for multiple uses providing that the charges accrued do not exceed a prescribed threshold or thresholds, such [as] a total single charge, total charges over a limited period, total charge in a single transaction, etc.” Flitcroft refers to these conditions as “use-triggered conditions.” That is to say, the reusability of “limited use card number” in Flitcroft depends on “use-triggered conditions” that are triggered by use of the limited use card number” itself. There is nothing in Flitcroft that discloses or suggests that the “limited use card number” is reusable for as long as the “master credit card number” is usable.

In short, neither Walker nor Flitcroft disclose a second payment account number or pseudo account number that is both reusable and that may be used for as long as the first payment account is usable. For at least this reason, the final rejection of Claims 1-7, 9 and 10 should be withdrawn.

IV. Rejection of Claim 8

Claim 8 was rejected as being obvious over the combination of Walker and Flitcroft, and further in view of Lee.

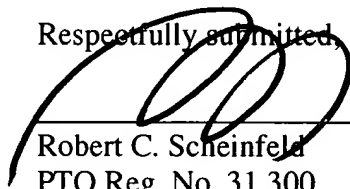
Claim 8, which depends from Claim 4, also requires a pseudo account number that is both reusable and that may be used for as long as the first payment account is usable. As was previously explained in Section I, *supra*, the combination Walker and Flitcroft neither discloses or suggests this limitation. And Lee was not cited by the Examiner for the purpose of disclosing

this missing limitation. Rather, Lee was cited as disclosing a method for performing secure transactions using card unique certificates that are associated with a public key of a public/private key pair. *See* Office Action, at p. 7-8. Assuming, without conceding, that this is what Lee in fact discloses, the combination of Walker, Flitcroft and Lee remains deficient with respect to Claim 8 because it fails to disclose or suggest a pseudo account number that is both reusable and that may be used for as long as the first payment account is usable. Thus, the final rejection of Claim 8 should be withdrawn as well.

V. Conclusion

For at least the reasons set forth above, Applicants respectfully submits that all the presently pending claims are in condition for immediate allowance. In the event that the present application is not deemed to be in condition for allowance, the Examiner is invited to contact the undersigned in an effort to advance the prosecution of this application.

Respectfully submitted,



Robert C. Scheinfeld
PTO Reg. No. 31,300
Attorney for Applicant
(212) 408-2500